



## INDIVIDUAL SERVICE AGREEMENT

Between

*Name of Client/Participant*

And

*Mobility Joy*

Mobility Joy  
193 The Entrance Rd. The  
Entrance.NSW.2261  
P. 1300 938 641  
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NDIA:		1800800110
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## 1. Glossary of Terms

**Advocacy:** Representing the concerns and interests of clients and carers, speaking on their behalf, and providing training and support to enable them to represent themselves.

**Advocacy services:** Services specialising in the representation of people with a disability, their views and interests.

**Agency:** The National Disability Insurance Scheme Launch Transition **Agency** has been established by the Australian Government to implement the first stage of a National Disability Insurance Scheme (NDIS). The name of the scheme is Disability Care Australia. The Agency will work to ensure improved support for people with a disability, their family and carers, and to deliver the first stage of an NDIS.

**Agreement:** A document that sets out the rights and obligations of service clients and service providers. The agreement may cover a variety of issues relating to service provision, including care, fees and charges, the rights and responsibilities of the service provider and care recipient, and any extra services.

**Assessment:** Ongoing process beginning with first client contact and continuing throughout the intervention and maintenance phases to termination of contact. The major goals of assessment are (a) identification of vulnerable or likely cases; (b) diagnosis; (c) choice of optimal treatment; and (d) evaluation of the effectiveness of the treatment.

**Assistive technology:** Specialised equipment that enhances an individual's participation and independence in their daily lives. Examples of assistive technology include speech generating devices and communication aids, computers, powered mobility equipment, specialised wheelchair seating and walkers.

**Carer:** A person who provides any informal ongoing assistance, in terms of help or supervision, to persons with disabilities. Assistance to a person in a different household relates to 'everyday types of activities', without specific information on the activities. Where the care recipient lives in the same household, the assistance is for one or more of the following activities:

- cognition or emotion
- communication
- health care
- housework
- meal preparation
- mobility
- paperwork
- property maintenance
- self care
- transport.



**Communication aids and devices:** help people with complex communication needs communicate, by supporting or replacing their speech. There are high technology options which use computers and specialised software and include speech generating devices. These allow an individual to produce or select messages for communication. Low technology options include simple technologies, communication boards or communication books. These options show pages of pictures and/or letters and words that a person with complex communication needs can point to in order to communicate (also see PODD communication books).

**Community-based supports:** Services or supports within communities that can be used by everyone. Eg. this might be a health service or home cleaning.

**Community access:** A service which supports people to go to local places and community activities such as social groups, libraries and general community services.

**Complaints Policy:** A document that talks about the steps a service will take when a person makes a complaint about them. It also talks about what the person who is making the complaint has to do.

**Day services:** provide daytime support for people in their communities. Activities vary between day service centres as they're based on individuals' choices and interests and include swimming, art and music programs and woodwork.

**Disability Act 2006:** talks about the rules and guidelines that disability services have to follow. The Act talks about things like the rights and responsibilities of people with disabilities and rules for services. (Applies to Victoria only)

**Disability Support Register:** is a system that records information about a person's support needs. This helps keep track of who needs what so that when services and resources become available, they can be given to people in a way that is fair and happens more quickly.

**Easy English:** An Easy English document is one that is written in simple and plain language so that it is easy to understand. More documents that are produced by the Government are now being offered in Easy English.

**Evaluation:** The process used to describe the process of measuring the value or worth of a program or service.

**Formal Supports:** are those that people pay for. Formal supports might be community-based (like paying for house-cleaning through a local council) or might be disability specific (like paying for a support worker).

**Guardian:** A person who has been given the legal power to make important personal decisions on behalf of another adult. This might include decisions about where the person should live or what kind of health care and services the person should have.

**Independent living training service:** provides support to people who want to gain skills and



confidence in a range of activities, which will allow them greater independence and control in their day-to-day lives.

**Informal supports:** Supports offered by family and friends and others in the community.

**Local Area Coordinators (LAC):** work to increase community inclusion and support people with disabilities. They connect participants with mainstream services and local, community based supports and help participants to realise their plan by building individual and informal support capacity. They provide information to those people who are not eligible as participants of NDIS about other appropriate services.

**Outcome:** A measurable positive change in the well-being of a participant supported through NDIS which is attributable to the interventions or services they have received.

**Participant:** a person with a disability who is eligible to receive care and support through the National Disability Insurance Scheme and who is utilising, or who has utilised, a service.

**Planner:** A NDIS Planner works with participants to identify support needs including access to mainstream supports and community life to enable a good life and enable progress with the participant's goals and aspirations.

**Policies and Procedures Manual:** talks about how a service should run. It should also have information available about how the service will respond in certain situations such as when someone makes a complaint.

**Power of Attorney:** A document by which a person appoints someone else, usually a trusted family member or friend, to act as their agent with authority to deal with and manage their property and other financial affairs.

**Registered Disability Service Providers** are agencies that are funded by DHS to provide services for people with a disability. These services must follow the guidelines in the Disability Act 2006. A list of all registered services can be found on the Department website. It is called the Register of Disability Service Providers. (Applies to Victoria only)

**Residential Care:** is provided to people with a disability who cannot live independently at home and who have been assessed as needing this care.

**Respite:** Respite care services help carers take breaks from their caring role. A range of respite care services are available, including respite in the person's home, in a day care centre in the community or in a residential facility. Respite can be provided by family members, friends, neighbours or trained workers.

**Self-determination:** The entitlement of people to have control over their destiny and to be treated respectfully – it is founded in International Rights law.

**Service provider:** Organization, business or individual that offers service to others in exchange for payment.



**Support Plan Review:** Is the process of looking at a current support plan to see if there need to be any changes. This should happen at least every three years, or a participant can ask NDIS to have a review at any time.

## 2. Purpose of agreement

The purpose of this agreement is to document a personalised and self-directed support arrangement between (Client's Name) and Mobility Joy which provides the service user the flexibility and authority to determine his/her chosen supports to achieve his/her potential /aspirations and control his/her own life. Mobility Joy agrees to provide the services or support outlined in this Individual Service Agreement. Any changes to the services and/or support listed in this agreement will require prior authorisation from all parties.

## 3. Description of Services

Mobility Joy offers a wide range of Personal Mobility Equipment and daily living aids. Mobility Joy will provide brochures or product lists as an attachment to this service agreement. Additional information on the equipment supplied by Mobility Joy can be found on [www.mobilityjoy.com.au](http://www.mobilityjoy.com.au) or requested by phone on 1300 938 641 or by email to [info@mobilityjoy.com.au](mailto:info@mobilityjoy.com.au).

## 4. Client rights and responsibilities

Whilst accessing services outlined in this Agreement as a client of Mobility Joy, I (Client's Name)

- Have the right to nominate, in writing, an advocate or guardian, who will act in my interests and accept the responsibilities imposed under this agreement
- Have the right to be treated with dignity and respect and to have my choices and aspirations supported as far as is reasonably possible
- Have the right to request quotes on mobility equipment in accordance with my support plan, provided the request is also in accordance with all applicable legislation
- Have the right to request quotes and purchase mobility equipment in accordance to my support plan acknowledging that the cost of all items must be able to be met within the funding available to me (unless I have other income sources).
- Have the right to privacy and confidentiality and in keeping with the Health Records Act2001, to request access to any health information kept by Mobility Joy.

As a client or family member I (Client's Name) will:

- Treat staff and other clients at Mobility Joy with dignity, courtesy and respect at all times
- 
- Work cooperatively with Mobility Joy regarding issues arising during the delivery of products and services covered by this agreement
- Pay all costs upon delivery of the equipment
- Review, understand and adhere to Mobility Joy's WARRANTY, RETURNS AND CANCELLATION policy
- Adhere to the budgetary requirements of my plan.

Will treat the equipment supplied by Mobility Joy in a careful, responsible and safe manner. Will



make an effort to understand and/or seek clarification on how to operate the equipment supplied by Mobility Joy in a careful, responsible and safe manner

## **Responsibilities of Mobility Joy**

In agreeing to provide this support arrangement Mobility Joy will respect the rights of the client to determine the range and types of Personal Mobility Equipment they wish to acquire.

- Will work cooperatively and in line with the principle of least restrictive alternative with the client and the Personal Mobility Equipment they have chosen to have
- Will provide with adequate technical and commercial information on the product(s) the client requests. A copy of the quote and product specifications, will be provided to the client (and his or her guardian or advocate where applicable).
- Will treat information about the client as private and confidential in line with the client's wishes and with privacy legislation.
- Will be responsible for ongoing liaison with the relevant funding body regarding the provision of products and services.
- Will not deliver products or services to the client until payment has been received
- Will advise the client of any sector-wide or Mobility Joy developments that may affect the way products and services are provided.

## **5. Complaints and Disputes**

Mobility Joy recognises that clients and their carers have a right to provide feedback to our staff, management and Board of Directors to raise suggestions, resolve grievances and commend good performance and encourages all clients to speak up when they are not happy.

The Disability Act 2006 requires that Mobility Joy must:

- Have a clear process for managing complaints about our services
- Ensure the people we support know how to raise a complaint; and
- Report every year to the Disability Services Commissioner about the number of complaints we receive and how we managed these complaints

If the client has a complaint (Mobility Joy's) Complaints Policy will be followed. This is Mobility Joys Complaints Policy procedure.

## **PROCEDURE**

- Feedback will be sought after trial of equipment and after equipment has been delivered. Alternatively, if the support provided is that of an equipment repair, feedback will be sought after collecting the equipment and after delivery of the repaired item



- Anonymous feedback will be sought by providing the participant with the Mobility Joy's NDIS FEEDBACK FORM
- Feedback will be recorded electronically on Mobility Joy's FEEDBACK FOLDER on a secure drive
- If a complaint is lodged anonymously it will be filed electronically on a secure drive. Investigation with the staff in question will be carried out and an organizational commitment to improve re-instated. Subsequent reviews (weekly, monthly or quarterly in accordance with the complexity of the matter at hand) with the staff in question will be carried out, corrective actions and improvements will be recorded in the file
- If an identified customer raises a complaint, they will be directed or supported to complete a Complaints Form.
- The owners / directors will be notified about the complaint and will be provided with the Complaints Form.
- Every effort will be made to resolve the complaint within the business.
- If the complaint is unable to be resolved, the customer will be provided with the contact details for the NDIS Commission (see contacts above on the cover letter of this Service Agreement).
- Support to make the complaint will be offered and provided if requested.
- The complaint will be tracked in process and this will be documented in the complaints register
- The Complaints register will be checked (on a monthly basis) to ensure that all active complaints are followed up
- All feedback including complaints will be used to inform changes to the operations of the business.

## **6. Service Fees/Quotation**

Attached to this service agreement is the cost proposal for products and services decided by the client and family (if applicable). Variations may be negotiated depending on the client's choice and needs and availability of service/products required.

### **Method of Payment for Services**

Payment can be made from the funding body direct to Mobility Joy

Or

Payment can be made to an Intermediary (third party who facilitates funds for and on behalf of the Client/Advocate)

Products and services to be invoiced prior delivery to Client/Advocate who will then forward Invoice to Intermediary for payment to Mobility Joy. Invoices will be payable on delivery or one (1) day prior delivery of the goods.





Or

Direct payments from Client/Advocate  
Products and services to be invoiced prior delivery to Client/Advocate by Mobility Joy and will be payable on delivery or one (1) day prior delivery of the goods.

If for some reason the fees cannot be paid on delivery or one (1) day prior delivery, delivery will be re-scheduled to an agreeable date with the Client/Advocate for when payment is expected to be available. Deliveries cannot be scheduled unless payment or confirmation of payment on delivery is received.

In the event of payment not being available upon delivery, after confirmation has been received, the cost of a new (re-scheduled) delivery will apply.

## 7. Warranty, Returns and Cancellation Policy

### POLICY STATEMENT

Mobility Joy acknowledges that sometimes in life unexpected things pop up and therefore it strives to provide with mechanisms to timely resolve issues arising from the delivery of products or services.

Mobility Joys Policy on Warranty, Returns and Cancellations are broken down as it follows:

**WARRANTIES:** If a product purchased by the client is faulty, Mobility Joy will take prompt steps to rectify any issues in accordance to the warranty statement of the specific product being supplied and in compliance with the *Australian Consumer Law*. Products over AU\$1500 will include a written warranty statement. Products under \$1500 may or may not include a written warranty statement but Mobility Joy will always provide a warranty statement upon the client's request. Further considerations on warranties:

- Rectification may involve taking the product back for repair, for the replacement of a part or full replacement of the product.
- The client is entitled to return a product if she/he believes that there is a problem.
- The client is generally responsible for returning the product if it can be posted or easily returned. The client is entitled to recover reasonable postage or transportation costs from Mobility Joy if the product is confirmed to have a problem. The client is encouraged to keep all relevant receipts.
- When a product is too large, too heavy or too difficult to remove, Mobility Joy will be responsible for paying the shipping costs or collecting the product within a reasonable time of being notified of the problem. Examples include: mobility scooters, power chairs, lift chairs, beds, mattresses, furniture and large mobility aids.



- If the product is found not to have a problem, the client will be required to pay the transport or inspection costs. A fair and reasonable estimate of these costs will be provided to the client before the product is collected.
- Lead times for repairs or replacements vary between products and workload but Mobility Joy will endeavour to respond promptly and maintain the client informed of the progress
- Warranty excludes any consumable items like tyres and brake pads. Warranty does not cover issues arising from negligence, normal wear and tear, misuse, neglect, accidental damage, or improper use. Unauthorised repairs or modifications will void the warranty. Please note that lithium batteries are not covered under warranty for faults due to battery over discharge

**RETURNS:** In order to be able to continue providing with an outstanding customer service and products of superior quality at a reasonable price, Mobility Joy will not offer refunds and/or accept returns if the client changes their mind.

**CANCELLATIONS:** If a product has been ordered based on a quote approved by the client, their advocate or coordinator and the client changes their mind prior delivery, the following applies:

- a. If the product has been manufactured upon order, cancellation may not be accepted and full payment of the item may be pursued. Examples of this include adjustable beds made in Australia upon client's order, mobility equipment undertaking modifications upon client's request.
- b. For items dispatched directly from Mobility Joy's premises and that are stocked by Mobility Joy in quantities other than the display/demo model, cancellation prior delivery is accepted
- c. For cancellation of all other items the client will be required to pay an AU\$90 administration fee plus the cost of transport of items back to warehouse plus a re-stocking. The re-stocking fee is to be determined by the wholesaler of the specific product. A fair and reasonable estimate of these costs will be provided to the client before the cancellation of the order is accepted.

## **MOBILITY JOY RESPONSIBILITIES**

- We will inform you of our policy and your responsibilities
- We will apply our policy consistently and fairly
- We will let you know of any cancellation charges
- We will allow reasonable time to pay the cancellation charges.

## **CUSTOMER RESPONSIBILITIES**

- You will, consider Mobility Joy's Warranty Returns and Cancellation Policy conscientiously prior to accepting a quote and ordering products and services
- You will pay Mobility Joy's cancellation costs as per the policy above, within a reasonable timeframe, when cancellations cannot be avoided



- You will treat the equipment supplied by Mobility Joy in a careful, responsible and safe manner.
- You will make an effort to understand and/or seek clarification on how to operate the equipment supplied by Mobility Joy in a careful, responsible and safe manner
- In the event of a warranty claim, you will work in cooperation with Mobility Joy providing a reasonable timeframe for the issues to be resolved
- In the event of a warranty, if the product is found not to have a problem, you will pay the transport or inspection costs within a reasonable time

## **CANCELLATION PROCEDURE**

### **WARRANTIES:**

- If a product purchased by the client is believed or found to be faulty, the client will contact Mobility Joy by either visiting the store, by phoning 1300 938 641 or by emailing [info@mobilityjoy.com.au](mailto:info@mobilityjoy.com.au).
- After discussing the issue preferably by phone or by email, the client and Mobility Joy will organise for the client to bring the product back to store, have or have it delivered when possible or alternatively for Mobility Joy to collect it
- Reasonable time will be given to Mobility Joy or its suppliers to perform an assessment and determine if:
  - i. There is a fault
  - ii. The fault is covered by the product warranty
- If there is a fault and:
  - i. It is to be covered in accordance to the product warranty, Mobility Joy will organise to promptly have the product repaired or replaced
  - ii. The fault is not covered by the product warranty as it was excluded within the warranty statement (for example a tyre puncture or for damaged intentionally caused by the customer) or if the warranty period of the product has expired, Mobility Joy will provide the client with a quote to repair or replace the product
- If no fault is found, an invoice including the call-out fee and/or collection and delivery of the product (if applicable) will be issued.

### **CANCELLATIONS:**

- All allowed cancellations (as described in the policy above) will be notified by the client preferably by visiting the store or by phoning 1300 938 641 to notify of the cancellation.
- If the client chooses to notify the cancellation by email, it is the customers responsibility to ensure that a cancellation response email is received from [info@mobilityjoy.com.au](mailto:info@mobilityjoy.com.au) is received and acknowledged by Mobility Joy.
- Where fees are applicable, upon acceptance of the fees by the customer, Mobility Joy will issue an invoice for prompt payment
- All cancellations to be notified to Mobility Joy at least 24 hours prior delivery

## **8. Quality Assurance** To monitor the quality of the outcomes relevant to the aim of this



service agreement, Mobility Joy continuously monitors the quality of the service provided. The NDIS CLIENT FEEDBACK FORM is attached to this service agreement and the Client/Advocate is invited to fill out the form and submit (whether anonymously or signed) it directly to Mobility Joy by post or email.

## 9. Review and Audits

Recognising that Mobility Joy has a legal obligation to participate in government-initiated reviews and audits the client and his/her representatives agree to co-operate to the extent reasonably necessary for these to take place subject to discussion of the relevance of the audit to the client's situation.

## 10. Privacy Policy

**Mobility Joy** is committed to providing quality product and services to you and this policy outlines our ongoing obligations to you in respect of how we manage your Personal Information.

We have adopted the Australian Privacy Principles (APPs) contained in the Privacy Act 1988 (Cth) (the Privacy Act). The NPPs govern the way in which we collect, use, disclose, store, secure and dispose of your Personal Information.

A copy of the Australian Privacy Principles may be obtained from the website of The Office of the Australian Information Commissioner at [www.aaic.gov.au](http://www.aaic.gov.au)

### **What is Personal Information and why do we collect it?**

Personal Information is information or an opinion that identifies an individual.

Examples of Personal Information we collect include: names, addresses, email addresses and phone numbers.

This Personal Information is obtained in many ways including meetings for trials of equipment, correspondence, by telephone, by email, via our website [www.mobilityjoy.com.au](http://www.mobilityjoy.com.au) and from third parties (ie. Occupational therapists, carers and allied professionals). We don't guarantee website links or policy of authorised third parties.

We collect your Personal Information for the primary purpose of providing our products and services to you, providing information to our clients and marketing. We may also use your Personal Information for secondary purposes closely related to the primary purpose, in circumstances where you would reasonably expect such use or disclosure. You may unsubscribe from our mailing/marketing lists at any time by contacting us in writing.

When we collect Personal Information we will, where appropriate and where possible, explain to you why we are collecting the information and how we plan to use it.

### **Sensitive Information**

Sensitive information is defined in the Privacy Act to include information or opinion about such things as an individual's racial or ethnic origin, political opinions, membership of a political association, religious or philosophical beliefs, membership of a trade union or other professional body, criminal record or health information.

Sensitive information will be used by us only:

- For the primary purpose for which it was obtained
- For a secondary purpose that is directly related to the primary purpose
- With your consent; or where required or authorised by law.

### **Third Parties**



Where reasonable and practicable to do so, we will collect your Personal Information only from you. However, in some circumstances we may be provided with information by third parties (ie. Occupational therapists, carers and allied professionals). In such a case we will take reasonable steps to ensure that you are made aware of the information provided to us by the third party.

#### **Disclosure of Personal Information**

Your Personal Information may be disclosed in a number of circumstances including the following:

- Third parties where you consent to the use or disclosure; and
- Where required or authorised by law.

#### **Security of Personal Information**

Your Personal Information is stored in a manner that reasonably protects it from misuse and loss and from unauthorized access, modification or disclosure.

When your Personal Information is no longer needed for the purpose for which it was obtained, we will take reasonable steps to destroy or permanently de-identify your Personal Information. However, most of the Personal Information is or will be stored in client files which will be kept by us for a minimum of 7 years.

#### **Access to your Personal Information**

You may access the Personal Information we hold about you and to update and/or correct it, subject to certain exceptions. If you wish to access your Personal Information, please contact us in writing.

Mobility Joy will not charge any fee for your access request, but may charge an administrative fee for providing a copy of your Personal Information.

In order to protect your Personal Information, we may require identification from you before releasing the requested information.

#### **Maintaining the Quality of your Personal Information**

It is an important to us that your Personal Information is up to date. We will take reasonable steps to make sure that your Personal Information is accurate, complete and up-to-date. If you find that the information we have is not up to date or is inaccurate, please advise us as soon as practicable so we can update our records and ensure we can continue to provide quality services to you.

#### **Policy Updates**

This Policy may change from time to time, updates will be provided upon request.

#### **Privacy Policy Complaints and Enquiries**

If you have any queries or complaints about our Privacy Policy please contact us at:  
193 The Entrance Rd. The Entrance  
info@mobilityjoy.com.au  
1300 938 641

## **11. Service Agreement Signatures**

Client's Signature confirming the support arrangement and service agreement with Mobility Joy:

I, \_\_\_\_\_ acknowledge that the terms of this agreement have been explained to me and I understand, accept and agree to the information outlined in this Service Agreement and Schedule(s).



Name: \_\_\_\_\_ Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

**OR Family Member/Administrator's signature:**

I, \_\_\_\_\_ as family member/administrator for \_\_\_\_\_  
acknowledge that the terms of this agreement have been explained to me and I understand, accept and agree to the information outlined in this Service Agreement and Schedule(s)

Name: \_\_\_\_\_ Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

Relationship to the person accessing this support arrangement: \_\_\_\_\_

Agreement accepted and signed on behalf of (Name of Service Provider)

Name: \_\_\_\_\_ Signature: \_\_\_\_\_  
Date: \_\_\_\_\_



NDIS CLIENT FEEDBACK FORM

Can you tell us how we are doing?

You can send this back to us by email at:

Or by post to:

Circle the face that matches your thoughts.

We do what you want us to do					
We listen to you					
You are making gains towards your goals					
We are clear when we give you information					
You are happy with our service					

Feel free to tell us more here:

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You may submit this form anonymously by:  
Post: 193 The Entrance Rd – The Entrance  
Email: [info@mobilityjoy.com.au](mailto:info@mobilityjoy.com.au)



CUSTOMER FEEDBACK AND COMPLAINTS FORM

Your Details (optional)

Name: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Are you making a complaint or giving feedback on behalf of someone? Yes/No

If Yes,

Name of person you are providing feedback for \_\_\_\_\_

Would you like us to contact you? Yes/No

Please provide details below

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You may submit this form by:  
Post: 193 The Entrance Rd – The Entrance  
Email: info@mobilityjoy.com.au